

REMARKS

Claims 1-11, 13-18, 22, and 24-29 are pending. By this Amendment, claims 1, 2, 11, and 22 are amended, and no claims are added or cancelled.

Support for the amendments to the claims can be found throughout the application; for example, at paragraphs [0010], [0067], [0122], and Appendices 1-4. Minor amendments to claims 1, 2, 11, and 22 have also been made for clarity and readability. Therefore, no new matter has been added.

**Response to Rejections Under 35 U.S.C. § 112**

Claims 1-11, 13-18, 22, and 24-29 stand rejected under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement, as well as under 35 U.S.C. § 112, second paragraph, as being indefinite. Under the first paragraph rejection, the Office Action states that the limitation “wherein the CVB organization is not providing services in competition with services provided by the services provided by the plurality of independent services providers that are members of the CVB organization” does not have support within the specification. Further, under the second paragraph rejection, the Office Action states that a portion of the limitation reciting “the plurality of independent services providers” is vague, indefinite, and suffers from a lack of antecedent basis.

As to the 35 U.S.C. § 112, first paragraph, rejection, Applicants refer to paragraph [0010] of the application as published where “[t]he system includes a secure member user interface (MUI) hosted by an application service provider (ASP) and accessible over the Internet to a plurality of independent service providers that are members of a convention visitor bureau

(CVB) organization.” Additionally, referring to FIG. 2 and paragraph [0125], “CVB sales staff 204 then communicates with Hotels and other Members (shown at 206) and with convention services (shown at 208) on Leads, Updates, Definite Bookings and Cancellations. . . The providers of the convention services 208 (convention halls, arenas, sporting venues) can also use the Convention Services Module 114 to communicate with Hotels and other Member 206 about Definite meetings and Service Notices.” Specifically, in FIG. 2, various services are depicted as being provided by the members, like convention services 208, Hotels 206, and Other Members 206. The CVB, however, is not shown as providing any services “provided by the plurality of independent service providers,” as recited in the claims. Therefore, “wherein the CVB organization is not providing services that are provided by the plurality of independent service providers that are members of the CVB organization” is supported in the specification under 35 U.S.C. § 112, first paragraph.

As to the 35 U.S.C. § 112, second paragraph, rejection, claims 1, 11, and 22 are amended herein to recite, in pertinent part, “wherein the CVB organization is not providing services that are provided by the plurality of independent service providers that are members of the CVB organization.” The superfluous “the services provided by” was likely due to an inadvertent copy-paste error.

Further, the portion of the limitation reciting “the plurality of independent services providers” refers to back to “a plurality of independent service providers that are members of the CVB organization” as previously recited in the respective claims. However, to advance prosecution and provide a precise antecedent basis for the rejected limitation, the portion in question has been amended to “the plurality of independent *service* providers that are members

of the CVB organization” in claims 1, 11, and 22. Applicants submit that “the plurality of independent service providers” is distinctly claimed as required by 35 U.S.C. § 112 and therefore also neither vague nor indefinite.

Applicants therefore respectfully request withdrawal of the § 112 rejections.

### **Response to Rejections Under 35 U.S.C. § 103**

Claims 1, 2, 9, 11, 18, 22, and 29 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over U.S. Patent Publication No. 2001/0032170 to Sheth (“Sheth”) in view of U.S. Patent No. 6,581,040 to Wright et al. (“Wright”) and U.S. Patent Publication No. 2002/0091767 to Munson (“Munson”). Claims 5-8, 15-17, and 26-28 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Sheth in view of Wright and Munson, and further in view of U.S. Patent Publication No. 2006/0010023 to Tromczynski et al. (“Tromczynski”). Claims 3, 4, 13, 14, 24, and 25 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Sheth in view of Wright and Munson, and further in view of U.S. Patent Publication No. 2008/0133307 to Creedle et al. (“Creedle”). Claim 10 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over Sheth in view of Wright and Munson, and further in view of Official Notice. These rejections are respectfully traversed, including insofar as they may apply to the amended claims.

Applicants respectfully disagree with the Office Action’s characterization of Sheth. The very portion of Sheth that is relied on by the Office Action to dismiss Applicants’ previous argument actually makes Applicants’ argument. After citing Sheth, paragraph [0073], the Office Action attempts to shoehorn Sheth into the claims of the pending application by summarizing

“Since it is known that an owner employs a manager, and the manager is helping to setup the system for use by the users and vendors; Sheth teaches that the CVB is an organization including representatives (i.e., manager) who is tasked with working with event organizers (i.e. users) and independent service providers (i.e., vendors).” (Office Action, page 3.) However, such a summary mischaracterizes the claimed methods. In Sheth, the owner/users “procure services by inviting bids on a project from a subset of the vendors.” (Sheth, Abstract.) In the present application, the CVB and its members respond to an RFP submitted by an outside organization.

Further, the Office Action asserts that “aggregating the bids into a common database from which a unified RFP is prepared” is not recited in the rejected claims. (Office Action, page 4.) However, Applicants point to the recitation in claim 1, for example, of “automatically incorporating information from the electronic form into a projected service availability database stored in a storage system maintained by the application service provider and accessible only by the CVB;” and subsequently “having the CVB organization review the projected service availability database for the RFP for the given destination event and prepare an aggregated response to the RFP.” As such, Applicants reiterate their argument that nothing in Sheth teaches anything relating to the aggregating of multiple bids by different member service providers from which a unified response to an RFP is prepared. Rather, Sheth teaches away from the claimed invention by describing the user 108 reviewing multiple bids *for the same project* (Sheth, paras. [0086], [0096], and [0146].) Specifically, “[t]he private marketplace users 108 then receive 904 bids from the vendors 106. The users 108 evaluate these bids and choose 906 a winning vendor 106.” (Sheth, para. [0086].)

Paragraph [0146] of Sheth describes “[s]erver 130 also includes an aggregated marketplace database 110 that contains all marketplace data and one or more partner-specific databases 3508.” This is not unique. Any database storing multiple pieces of data could be considered to have an “aggregated” record of that data. However, the “preparing an aggregated response to the RFP that includes information about services from at least two members of the CVB that is then communicated to the potential destination event organizer” as recited in claim 1 is not merely an aggregated database. It is the aggregated *response* prepared by the CVB from reviewing the database which “includes data from electronic forms of at least two members of the CVB organization willing to make services available responsive to the RFP for the given destination event” that is not disclosed or even suggested by Sheth.

The Office Action also asserts that the recitation, in claim 1, of “each member can enter into bilateral contracts directly with the potential destination event organizer for the services identified in the electronic form for the given destination event” is supported by Sheth paragraphs [0086; 0088]. (Office Action, page 8.) However, nothing in Sheth discloses or even suggests such an element. At best, Sheth recites “*As part of evaluation of the bids*, the users 108 and the vendors 106 may negotiate and clarify the terms of proposed agreements using private and public message boards to communicate.” (Sheth, para. [0086], emphasis added.) Thus, Sheth merely describes clarifying terms between a user and vendor as part of evaluation of the bids, and not the entering into, by each member, of “bilateral contracts directly with the potential destination event organizer for the services identified in the electronic form for the given destination event,” as recited in claim 1.

Nevertheless, to advance prosecution, claim 1 is now amended to recite, in combination with the other elements of the claim, “receiving a request for proposal (RFP) from a potential destination event organizer requesting information from the CVB organization on hosting a given destination event in the form of an event hosted by a city or regional or metropolitan area” where “the plurality of independent service providers are located within the city or regional or metropolitan area of the given destination event” and “wherein the database includes data from electronic forms of at least two members of the CVB organization willing to make services available responsive to the RFP for the given destination event.” Nothing in Sheth discloses or even suggests such a method. Support for the amendments can be found throughout the application; for example, in the application as published at paragraphs [0010], [0067], [0122], and Appendices 1-4.

Wright and Munson fail to remedy the deficiencies of Sheth. Further, Tromczynski, Creedle, and the Official Notice, though not cited with respect to claim 1, also fail to remedy the deficiencies of Sheth. Therefore, Applicants respectfully submit that amended claim 1 is allowable. Claims 2-10 depend from claim 1 and are therefore also now allowable, the rejection of claims 2-10 being traversed but not expressly argued in view of the allowability of the underlying base claim.

Similar to amended claim 1, amended claim 11 now recites, “working with potential destination event organizers in organizing events at the given destination event in the form of an event hosted by a city or regional or metropolitan area and a plurality of independent service providers that are members of the CVB organization,” and “wherein the plurality of independent service providers are located within the city or regional or metropolitan area of the given

destination event,” and further “a projected service availability database stored in a storage system maintained by the application service provider that automatically incorporates information from the electronic form, wherein the database includes data from electronic forms of at least two members of the CVB organization willing to make services available responsive to the RFP for the given destination event, and is accessible only by the CVB and is reviewed by the CVB for the RFP for the given destination event and in order to prepare an aggregated response to the RFP,” in combination with the other elements of the claim. Therefore, at least for the reasons similar to those set forth above with respect to amended claim 1, claim 11 is also now allowable. Claims 13-18 depend from claim 11 and are therefore also now allowable, the rejection of claims 13-18 being traversed but not expressly argued in view of the allowability of the underlying base claim.

Similar to amended claim 1 and amended claim 11, amended claim 22 now recites, “working with potential destination event organizers in organizing events at the given destination event in the form of an event hosted by a city or regional or metropolitan area and a plurality of independent service providers that are members of the CVB organization,” and “wherein the plurality of independent service providers are located within the city or regional or metropolitan area of the given destination event,” and further “a means for storing a projected service availability database maintained by the application service provider that automatically incorporates information from the electronic form, wherein the database includes data from electronic forms of at least two members of the CVB organization willing to make services available responsive to the RFP for the given destination event, and is accessible only by the

CVB and is reviewed by the CVB for the RFP for the given destination event and in order to prepare an aggregated response to the RFP," in combination with the other elements of the claim.

Therefore, at least for the reasons similar to those set forth above with respect to amended claim 1, claim 11 is also now allowable. Claims 24-29 depend from claim 22 and are therefore also now allowable, the rejection of claims 24-29 being traversed but not expressly argued in view of the allowability of the underlying base claim.

### **Conclusion**

In view of the foregoing, it is submitted that this application is in condition for allowance. Favorable consideration and prompt allowance of the application are respectfully requested.

The Examiner is invited to telephone the undersigned if the Examiner believes it would be useful to advance prosecution.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Brad D. Pedersen', with a long horizontal line extending to the right.

Brad D. Pedersen  
Registration No. 32432

Customer No. 24113  
Patterson Thuente Christensen Pedersen, P.A.  
4800 IDS Center  
80 South 8th Street  
Minneapolis, Minnesota 55402-2100  
Telephone: 612.349.5774